

## ATTORNEY CONSULTATION AND FEE CONTRACT

THIS AGREEMENT is made on May 5, 2005, in Dallas, Dallas County, Texas, between ORH Acquisitions, LLC ("Client"), and Lewis & Associates, of Dallas, Dallas County, Texas, ("Attorney"):

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

### I. PURPOSE OF REPRESENTATION

1.0 The Client hereby retains and employs the Attorney to represent the client in the following matter:

Assist client in with the creation of multi-family mixed-use real estate developments located in Dallas, Houston & San Antonio, Texas. Create development agreements between commercial tenants, community development organizations and client. Assist developers in legal matters regarding project development, construction contracts, non-profit organizations and community development issues.

### II. ATTORNEY'S FEE

2.0 In consideration of services rendered and to be rendered by the Attorney, the Client and Attorney agree that the total legal fees for the five projects shall not exceed \$250,000.00. The legal fees are allocated on a per project cost of \$50,000.00. The following hourly rates shall apply:

Senior Attorneys	\$400.00
Associate Attorneys	\$220.00
Paralegals	\$85.00

However, if the Client's claim is governed by a statute or law which sets the Attorney's fees, and the

**GOVERNMENT  
EXHIBIT**

**1252**

**3:07-CR-0289-M**

law precludes any other fee arrangement other than the amount set by law, then the amount payable to the Attorney shall be limited to the maximum allowed by law.

2.1 The Client agrees to deposit a non-refundable retainer of \$50,000.00 with the Attorney.

2.2 At the time of each billing, the amount of legal services and expenses billed by the Attorney shall be disbursed from the Attorney's Trust Account to the Attorney's Operating Account.

a. Each billing will reflect the legal services rendered and the deposit necessary to cover the estimated legal services and expenses for the next billing period.

b. The Client agrees to make such additional deposits for expenses as are required by the Attorney.

c. Unpaid fees and expenses, if not paid within ten (10) days from the statement's date, shall bear interest at the rate of 6 percent per annum until paid.

3.0 Attorney is granted a limited power of attorney so that the Attorney may have full authority to prepare any legal instruments reasonably necessary to this representation.

## V. REPRESENTATIONS

4.0 It is understood and agreed that the Attorney cannot warrant or guarantee the outcome of the representation.

## VI. DEDUCTION OF EXPENSES

5.0 All reasonable expenses incurred by the Attorney in the handling of this project shall be paid by Client as it is incurred.

5.1 The expenses contemplated include but are not limited to client relations costs, consultants' costs, bonds, records, copy costs, certified copies, telephone calls, duplication costs,

photographs, and other expert fees, investigation fees, travel, parking, and any other expenses.

5.2 The Client shall remain liable and promptly pay for all expenses incurred in this representation.

## VII. COOPERATION OF CLIENT

6.0 The Client shall keep the Attorney advised of Client's contact information and provide the Attorney with any changes of address, phone number or business affiliation during the time period which Attorney's services are required. The client shall comply with all reasonable requests of the Attorney in connection with the preparation and presentation of the Client's legal matter.

6.2 The Attorney may, withdraw from the case and cease to represent the Client for any reason, including without limitation: Client's failure to timely pay fees and expenses or deposits in accordance with this Agreement, subject to the professional responsibility requirements to which Attorneys are subject.

It is further understood and agreed between the parties that upon such termination of any services of the Attorney, any of Client's deposits remaining in Attorney's Trust Account shall be applied to any balance remaining owing to Attorney for fees and/or expenses and any surplus then remaining shall be refunded to Client.

## VIII. ASSOCIATION OF OTHER ATTORNEYS OR SERVICES

7.0 The Attorney may, at the sole discretion and expense of the Attorney, employ any other person or services that the Attorney believes is necessary to help or assist in this legal representation.

7.1 Should it become advisable to refer this matter or any part of this matter to another attorney or law firm, Attorneys will advise Client of any fee-sharing arrangement. This fee-sharing arrangement will include (a) the identity of all lawyers or law firms who will participate in the fee-

sharing arrangement, (b) the basis upon which the fees will be divided among the other lawyers, law firms and Attorneys, and (c) the share of the fee that each lawyer or law firm will receive, or the basis upon which the division will be made. Attorneys will ask Client to consent to the terms of the fee-sharing arrangement in writing before the referral is made.

7.2 The rights set forth in this agreement are subject to the professional responsibility requirements, which regulate Attorneys.

#### IX. TEXAS LAW TO APPLY

8.0 This Agreement shall be construed under the laws of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas.

#### X. PARTIES BOUND

9.0 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

#### XI. LEGAL CONSTRUCTION

10.0 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### XII. PRIOR AGREEMENTS SUPERSEDED

11.0 This Legal Fee Agreement constitutes the sole and only Legal Fee Agreement by and between the parties. It supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter discussed in this agreement.



**TAX DISCLOSURE AND ACKNOWLEDGMENT:**

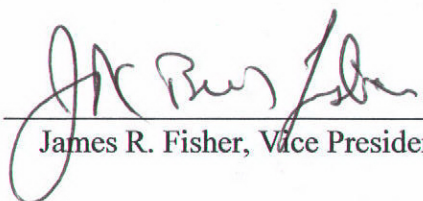
**THE CLIENT IS ADVISED TO OBTAIN INDEPENDENT AND COMPETENT TAX ADVICE REGARDING THESE LEGAL MATTERS SINCE LEGAL TRANSACTIONS CAN GIVE RISE TO TAX CONSEQUENCES.**

**THE UNDERSIGNED LAW FIRM AND ATTORNEY HAVE NOT AGREED TO RENDER ANY TAX ADVICE AND ARE NOT RESPONSIBLE FOR ANY ADVICE REGARDING TAX MATTERS OR PREPARATION OF TAX RETURNS, OR OTHER FILINGS, INCLUDING, BUT NOT LIMITED TO, STATE AND FEDERAL INCOME AND INHERITANCE TAX RETURNS.**

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

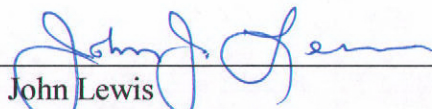
Signed on this 11<sup>th</sup> day of May, 2005.

ORH Acquisitions, LLC

By:   
James R. Fisher, Vice President

Signed on this 11<sup>th</sup> day of May, 2005.

Lewis & Associates

BY:   
John Lewis  
2214 Main Street  
Dallas, Texas 75201  
(214) 754-0460  
(214) 754-0028 (telefax)  
Texas Bar No. 12294020